

AWARD DATA
Orders May Be Placed Through 9/30/2004

Young Stand Thinning, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:
Bureau of Land Management

BLM Contract No:
HAC013M00

Contractor:
Forest for the Future, Inc., 10695 Brick Rd SE, Turner, OR 97392

BLM contact:
Yuri Yoshida, Contracting Officer, 503-808-6229

Contractor contact:
Juan L. Ceja, 503-743-2355, FAX 503-743-3250

For Section C; Illustrations or Section J; Classification and Wages of Government Employees, Wage Determination, Vicinity Map or Project Area Maps, contact: Lorrie Gleghorn at 503-808-6230

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for young stand thinning and pruning and cutting. Offers shall be submitted for each of the requirements listed below. These prices will be used to determine the price of each task order by multiplying the actual quantities ordered as each task order is placed. The quantities listed are the estimated amounts of each treatment anticipated to be ordered during the life of the contract.

<u>Item</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	<u>Year 1 - Date of Award through September 30, 2002</u>				
A	Thin conifers to 14 x 14 ft.	198	AC	\$ <u>93.00</u>	\$ <u>18,414.00</u>
B	Thin conifers to 16 x 16 ft.	362	AC	\$ <u>98.00</u>	\$ <u>35,476.00</u>
C	Thin conifers to 18 x 18 ft.	297	AC	\$ <u>107.00</u>	\$ <u>31,779.00</u>
D	Prune specified roadside conifer and hardwood trees, and cut specified roadside vegetation.	53	AC	\$ <u>145.00</u>	\$ <u>7,685.00</u>
TOTAL ITEM 1 A - D (All or None)					\$ <u>93,354.00</u>
2	<u>Year 2 - October 1, 2002 through September 30, 2003</u>				
A	Thin conifers to 14 x 14 ft.	198	AC	\$ <u>97.00</u>	\$ <u>19,206.00</u>
B	Thin conifers to 16 x 16 ft.	362	AC	\$ <u>104.00</u>	\$ <u>37,648.00</u>
C	Thin conifers to 18 x 18 ft.	297	AC	\$ <u>114.00</u>	\$ <u>33,858.00</u>
D	Prune specified roadside conifer and hardwood trees, and cut specified roadside vegetation.	53	AC	\$ <u>147.00</u>	\$ <u>7,791.00</u>
TOTAL ITEM 2 A - D (All or None)					\$ <u>98,503.00</u>

Section B - (continued)

<u>Item</u>	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
3	<u>Year 3 - October 1, 2003 through September 30, 2004</u>				
A	Thin conifers to 14 x 14 ft.	198	AC	\$ <u>104.00</u>	\$ <u>20,592.00</u>
B	Thin conifers to 16 x 16 ft.	362	AC	\$ <u>114.00</u>	\$ <u>41,268.00</u>
C	Thin conifers to 18 x 18 ft.	297	AC	\$ <u>123.00</u>	\$ <u>36,531.00</u>
D	Prune specified roadside conifer and hardwood trees, and cut specified roadside vegetation.	53	AC	\$ <u>154.00</u>	\$ <u>8,162.00</u>
TOTAL ITEM 3 A - D (All or None)					\$ <u>106,553.00</u>
TOTAL BID - ALL ITEMS (ALL OR NONE)					\$ <u>298,410.00</u>

AC = Acre

ESTIMATED START WORK DATE: September 24, 2001 (Bid Item No. 1)

PERFORMANCE TIME: One (1) calendar day for each 10 acres of work required under any task order.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

EVALUATION FOR AWARD

For evaluation purposes only, award will be based on the total of the base year plus the two additional years. Award will be made in accordance with Section L, Instructions, Conditions and Notices to Offeror, Provision 52.214-10, Contract Award - Sealed Bidding.

ISSUANCE OF TASK ORDERS

All work will be ordered by task orders prior to September 30, 2004. Each task order must be completed before following task orders are issued unless authorized by the Contracting Officer. A sample task order included in Section J is provided as an illustration.

Section B - (continued)

The Contractor shall begin work within 5 days of receiving a task order.

Minimum amount to be ordered against the contract:	\$ 30,000.00
Minimum amount to be ordered by task order:	\$ 1,000.00
Maximum amount to be ordered by task order:	\$ 150,000.00

The total value of the contract will not exceed \$ 500,000.00.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING AND 52.216-19 ORDER LIMITATIONS, AND CLAUSE 52.216-22 INDEFINITE QUANTITY.

BID (BONDS REQUIRE POWER OF ATTORNEY), PERFORMANCE AND PAYMENT GUARANTEES ARE REQUIRED (SEE SECTION I, 52.228-1 - BID GUARANTEE (20%), AND SECTION H.12.0 - PERFORMANCE AND PAYMENT SECURITY). THE BID GUARANTEE SHALL BE AN AMOUNT NOT LESS THAN 20 PERCENT OF THE TOTAL AMOUNT OF THE MAXIMUM ORDER (\$150,000).

QUALIFICATION OF OFFER

An offeror may qualify its offer to not be considered for an award under this solicitation if awarded another Oregon State Office Bureau of Land Management (BLM) contract under any of the below-listed solicitations opening prior to this solicitation.

Solicitation Number(s):

- a. _____
- b. _____
- c. _____

Bids qualified other than as provided above will be considered nonresponsive.

SECTION C - SPECIFICATIONS

C.1.0 GENERAL

C.1.1 Description of Work

Items A-C: Cut specified surplus conifer and hardwood trees, and release a small number of conifer trees from brush in reforested stands and along designated roads in order to provide more growing space for the selected leave trees. Cut a small number of specified non-native plants to remove them from reforested stands and designated roads.

Item D: Prune previously thinned conifer and hardwood trees, and cut specified brush and vegetation along designated roads.

C.1.2 Background - The project areas are generally reforestation units created due to the previous harvest of timber. Project areas consist of young reforested stands six (6) to fifteen (15) years old, but may occasionally be older. In many stands the Douglas-fir trees are infected with either laminated-root rot (*Phellinus weirii*), or the foliar disease Swiss needle cast (*Phaeocryptopus gaeumannii*). In some stands hardwood species may dominate portions of the units, or non-native plants may occur as individual plants or in clumps scattered across the landscape.

C.1.3 Location of Project

All project areas are located within the Tillamook Resource Area of the Salem District, Bureau of Land Management. The vicinity map shows the approximate distances and directions to the nearest towns. The project area maps are located in Section J.

C.1.4 Boundaries of Project Areas

Project area boundaries are indicated on project area maps. Where boundaries are not obvious, they have been marked with flagging except where adjacent timber stands, recent timber sale boundaries and roads, or other natural or man-made features clearly define the boundaries as shown on project area maps.

C.1.5 Access

C.1.5.1 Access to most project areas is by all-weather and seasonal roads. Exceptions are shown on individual project area maps. Approximate road conditions are also shown on the project area maps. Walk-ins on roads will be required to access some units. All-terrain vehicles and four-wheel-drive vehicles may be required to access some units.

C.1.5.2 Some project areas are beyond locked gates that may require a key for access. The

Contractor shall notify a project inspector at least two (2) days in advance of the need to have the gates unlocked. If the gates are locked with BLM locks, keys may be issued to the Contractor by the COR/PI at the Tillamook Resource Area BLM Office. If the gates are privately owned, the BLM may occasionally be able to afford access through private gates with keys checked out to the BLM, however, the Contractor shall be responsible for securing access, including keys to access project areas themselves. All gates with locks shall be locked immediately after entry or exit by the Contractor. Gate keys shall be returned to the COR/PI within five (5) days of completing project area work. A charge of \$50.00 will be assessed and deducted on the final payment for each gate key not returned.

C.1.6 Fire Precautions

C.1.6.1 All state fire laws shall be followed.

C.1.6.2 Specific requirements for fire equipment may vary by local fire district. The Contractor is required to check with local fire districts and furnish any equipment required by those districts.

C.1.6.3 An outline of fire requirements and procedures is attached in Section J.

C.1.7 Security of Materials - The Contractor may leave his equipment and Government-furnished material at the work site. However, the Contractor is responsible for materials left at the site should they be lost, stolen, or damaged.

C.2.0 DEFINITIONS

Branch collar - Basal enlargement of the branch at its point of attachment to the tree bole.

Branch stub - The portion of a pruned branch extending beyond the branch collar.

Brush - Woody stems of shrub species normally under twenty (20) feet in height at maturity. Examples include vine maple, salmonberry, huckleberry, thimbleberry, elderberry, devil's club, salal, and cascara. Does not include ferns or grass.

Buffer - An untreated area measuring ten (10) feet from the edge of flowing or standing water, or measuring ten (10) feet from the edge of exposed or eroded soil.

Competitive brush, trees, or vegetation - Trees, brush, or vegetation required to be cut.

Conifer tree - An evergreen tree with needle-type foliage such as Douglas-fir, western redcedar, western hemlock, western white pine, Sitka spruce, and true firs. Does not include deciduous trees such as red alder and bigleaf maple.

Cut leave tree - A tree noted during inspection as one that should not have been cut.

Cut Slope - The area adjacent to and uphill from the roadbed.

Damaged tree - A leave tree or reserve tree that has been injured as a result of the Contractor's activities. Examples include, but are not limited to, the following: Completely severed tree boles, broken tops or stems, trees leaning heavily due to cut brush or trees, trees buried by slash created by the Contractor's operations, trees with torn or scraped bark, partial or complete cutting of the branch collar, or having more than 1/3 of the live crown (branch-bearing portion of the tree) removed.

DBH - Diameter of the tree at breast height, measured at a point 4-1/2 feet above ground level from the uphill side of the tree.

Epicormic growth - Small branches that originate from dormant buds along the tree bole.

Fall, felled, or cut - Sawing or chopping completely through stems so that stumps are no more than six (6) inches tall, with no live limbs remaining on the stumps.

Fill Slope - The area adjacent to and downhill from the roadbed.

Girdling - Making two (2) parallel unbroken cuts around the tree. The distance between the top and the bottom of the cut shall not exceed eight (8) inches. Cuts must penetrate at least 1/4 inch, but not more than one (1) inch into the wood of the tree. Trees shall be girdled below the lowest uncut live limb on the tree.

Hardwood tree - A deciduous tree which usually has a single well-defined trunk and normally attains a height of greater than twenty (20) feet at maturity. Includes, but is not limited to, species such as red alder and bigleaf maple. Does not include cascara. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Laminated root rot - A root disease caused by the fungus *Phellinus weirii* that is widespread in the Pacific northwest and commonly kills Douglas-fir trees.

Leave stem - The largest, most vigorous stem of a multi-stemmed hardwood clump.

Leave trees - Conifer trees and hardwood trees that are not to be cut, girdled, or damaged.

Lodged - Cut vegetation, brush and hardwood trees that are supported by or covering a leave tree or reserve tree that causes it to bend or lean.

Non-native plants - Plant species that are not native to the Pacific northwest. Includes, but is not limited to, species such as Himalaya blackberry, evergreen blackberry, Scotch broom, holly, and reed canary grass.

Pre-existing trees - Previously existing natural or planted trees found within the project areas that are readily visible and at least six (6) inches tall. The types of pre-existing trees that will be considered acceptable will vary between items and project areas.

Pruning - Removing the branches and epicormic growth from the bole of a tree beginning at ground level up to a specified height above the ground, or removing a percentage of the tree crown using lopping shears, pole, or hand saws.

Reserve trees - Trees that in addition to leave trees, shall not be cut, girdled or damaged. These include all Pacific yew trees, trees marked with paint, trees posted with signs, trees identified as reserve trees, or trees identified by a Project Inspector.

Roadbed - Includes the running surface, shoulder, and ditch line of the road.

Road prism - Includes the road bed and the cut and fill slopes.

Running Surface - That portion of the road for movement of vehicles which may be asphalt, natural or gravel surfaced. Running surface includes turnouts and curve widening.

Shoulder - A variable distance between the outside edge of the running surface and start of the fill slope or ditch line.

Sight distance - The area cleared and/or pruned on the inside of a road curve to maintain clear visibility for vehicles through the corner.

Slash - Logging debris left after timber harvest, or cut brush, conifers, hardwoods, or limbs etc., that have naturally fallen or any material that has been cut or pruned by the Contractor.

Surplus trees - Live conifers or hardwoods, which are not leave trees or reserve trees, and are competing for growing space with selected leave trees.

Swiss needle cast - A needle disease of Douglas-fir trees caused by the fungus *Phaeocryptopus gaeumannii* common in the coastal forests of Oregon and Washington that commonly causes foliage to yellow and a loss of needles.

Terminal leader - The uppermost portion of the stem of a tree from the uppermost whorl to the top of the seedling.

Tree bole - The main stem (trunk) of the tree.

Tree measuring - Measuring of the pruning height of project trees from the ground level on the uphill side of the trees parallel to and within four (4) inches of the tree

bole.

Uncut surplus trees - Trees that have not been cut to provide the required spacing for leave trees, and/or stumps with live limbs.

Unit - Refers to an individual plantation or individual project area.

Vegetation - All plants, including brush, ferns, grasses, and other herbaceous (non-woody) plants. Does not include trees.

C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 Property and Services

C.3.1.1 The Contractor shall provide all tools, materials, equipment, labor, transportation, supervision and incidentals necessary to satisfactorily perform and complete the work. All tools must be approved by the Government prior to starting work on any project area. Tools shall include (but not be limited to) chainsaws, pruning loppers, pole saws, and hand saws, and ladders.

C.3.1.2 For pruning along roadsides, the hand tools equivalent in size and design to the following shall be used:

Timbersaws Prun-Off Lopper, catalog # PSL1490

Timbersaws Epicormic Knife, catalog # PSL1492

Pole saws adequate to prune to a height of twenty (20) feet and ladders, catalog # PSL1511

All items are shown in the Terra Tech catalog, Vol. 23, page 79.

C.3.2 Operating Permits

Oregon State law requires a permit (Notification of Operation) to operate power-driven machinery. This requirement applies to chainsaws and weed eaters. The Contractor must obtain these permits and must have them filled out prior to the start work date. Permits are available at the Oregon Department of Forestry Office in Salem, Oregon, or at local Oregon Department of Forestry Offices.

C.3.3 Crew Requirements

C.3.3.1 Workers must be kept together at all times as a crew under control of a supervisor rather than as individuals in separate areas. Prior notice must be given to the CO if there is to be a significant change in crew personnel.

C.3.3.2 Oregon State Safety regulations require that crew members shall not work alone, and accessibility to emergency transportation shall be provided by the Contractor at all times.

C.3.4 Supervisor Requirements

The Contractor shall designate one English-speaking supervisor for each crew who is knowledgeable in the Young Stand Thinning and Roadside Brushing and Pruning contract specifications and supervision. Persons designated by the Contractor as supervisors must actually perform in that capacity by (1) making periodic inspections of the crew's work, (2) advising them as to deficient work, and (3) providing instructions for correcting such deficiencies. This person shall be capable of speaking and reading English well enough to ensure good communications with the Project Inspector. Any group of people without such an individual will not be considered a crew. One supervisor shall supervise no more than twelve (12) crew members at any one time. Any changes in supervisory designations must be submitted in writing to the COR at least twenty-four (24) hours prior to the change taking effect.

C.3.5 Work Camps

The Contractor shall obtain written authorization from the Tillamook Resource Area Manager prior to camping on BLM-administered lands. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of at a site approved by the COR before final payment is made. Refer to Section H.9.2 (MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION) for further information regarding requirements for work camps.

C.4.0 GOVERNMENT- FURNISHED PROPERTY

None.

C.5.0 SPECIFIC TASKS

C.5.1 Items A-C, Young Stand Thinning

C.5.1.1 Selection of leave trees.

Item A - Select an average of 220 conifer leave trees per acre (approximately fourteen

[14]-foot average spacing). Spacing may be varied by as much as 25 percent (10 ½ to 17 ½ -foot spacing) in any direction to find a suitable conifer tree. In those sections of project areas where Sitka spruce is the dominant species select as many as 1,210 trees per acre (approximately six [6]-foot average spacing). In addition, select one fifteen (15)-foot-radius clump of unthinned red alder for every two (2) acres where they occur.

Item B - Select an average of 170 conifer leave trees per acre (sixteen [16]-foot average spacing). Spacing may be varied by as much as 50 percent (8 to 24-foot spacing) in any direction to find a suitable conifer tree. In those sections of project areas where western hemlock is the dominant species select an average of 220 conifer leave trees per acre (approximately fourteen [14]-foot average spacing). Spacing may be varied by as much as 25 percent (10 ½ to 17 ½-foot-spacing) in any direction to find a suitable conifer tree. In those sections of project areas where Sitka spruce is the dominant species select as many as 1,210 trees per acre (approximately six [6] foot average spacing). Select two (2) conifer leave trees per acre at greater than or equal to 36-foot spacing. These two trees should be the most open-grown trees available (relatively large diameter with crowns extending to near ground-level). In addition, select one fifteen (15)-foot-radius clump of unthinned red alder for every two (2) acres where they occur.

Item C - Select an average of 134 conifer leave trees per acre (eighteen [18]-foot average spacing). Spacing may be varied by as much as 50 percent (9 to 27-foot spacing) in any direction to find a suitable conifer tree. In those sections of project areas where western hemlock is the dominant species select an average of 220 conifer leave trees per acre (approximately fourteen [14]-foot average spacing). Spacing may be varied by as much as 25 percent (10 ½ to 17 ½-foot spacing) in any direction to find a suitable conifer tree. In those sections of project areas where Sitka spruce is the dominant species select as many as 1,210 trees per acre (approximately six [6]-foot average spacing). Select two (2) conifer leave trees per acre at greater than or equal to 36-foot spacing. These two trees should be the most open-grown trees available (relatively large diameter with crowns extending to near ground-level). In addition, select one fifteen (15)-foot-radius clump of unthinned red alder for every two (2) acres where they occur.

- C.5.1.2 Conifer leave trees shall be selected so that a variety of species are retained. For example, western hemlock, Sitka spruce, noble fir, and other conifer species shall be selected as leave trees in areas that mainly have Douglas-fir trees, even if the Douglas-fir trees are the largest, healthiest, most well-formed trees. The project area maps list species priority for each project area.
- C.5.1.3 In general, select the largest, healthiest, most well-formed conifer trees as leave trees. However, in cases where Douglas-fir trees have yellowish, sparse foliage, alternative conifer species as small as two (2)-feet in height shall be selected in place of larger Douglas-fir trees. If there are no alternative conifer species available to select as leave trees, a smaller Douglas-fir tree with deep green color and fuller foliage may be

selected over a larger, yellowish Douglas-fir with sparse foliage. In addition, red alder or big leaf maple may be selected as leave trees in place of Douglas-fir trees with extremely yellowish, or sparse foliage.

- C.5.1.4 Where standing dead and dying Douglas-fir trees occur, select alternative conifer species as leave trees when available. In cases where there are no available alternative conifer species near the dead or dying Douglas-fir tree(s) all hardwood trees will be selected as leave trees and none shall be cut within the spacing requirements for each item, including the maximum variation in spacing allowed.
- C.5.1.5 In areas where no conifer trees exist, all hardwood trees and brush will be reserved.
- C.5.1.6 Where red alder or bigleaf maple trees have multiple stems sprouting from a common root system select one (1) to three (3) of the largest stems as leave stems.
- C.5.1.7 The Project Inspector may identify additional leave trees and reserve trees as individuals or in small patches.
- C.5.2 Item D, Treatment of Surplus Trees, Brush, and Non-Native Plants
- C.5.2.1 Cut all conifer and hardwood trees two (2) feet or more in height except for those selected as leave or reserve trees.
- C.5.2.2 Cut all brush within a four (4)-foot radius that is greater than or equal to $\frac{1}{2}$ the total height of conifers selected as leave trees. Includes portions of plants that overhang an imaginary cylinder within the four (4)-foot radius.
- C.5.2.3 Cut all non-native plants.
- C.5.2.4 All surplus trees, brush greater than $\frac{1}{2}$ the height of selected conifer leave trees, and non-native plants shall be completely severed from the stump(s). No live limbs shall be left on the stumps of conifer trees or hardwood trees. Stump height shall not exceed six (6) inches measured on the uphill side. Cut or girdle sprouting bigleaf maple stumps at a height of six (6) inches or less above the ground. Sprouts will be removed from girdled bigleaf maple stumps.
- C.5.2.5 Girdle surplus trees instead of felling them if damage could occur to leave trees or reserve trees when the surplus trees are felled.
- C.5.2.6 Dislodge slash that becomes lodged in leave trees and reserve trees.
- C.5.2.7 A ten (10)-foot-wide (horizontal distance) uncut buffer strip of trees and vegetation shall be left along each side of streams, surface water, and areas with exposed eroded soil.
- C.5.2.8 Completely remove cut trees at least ten (10) feet (horizontal distance) back from the roadbed on the fill slope. Completely remove cut trees at least ten (10) feet

(horizontal distance) back from the roadbed on cut slopes, or to the top of cut slopes where appropriate within the project areas. Immediately remove slash from road surfaces, motorcycle trails and hiking trails.

- C.5.2.9 All trees marking or forming the boundary of the project area(s) shall be protected from injury. In addition, all bearing trees and stumps, brass caps, corner posts, or other corner monuments within or adjacent to the project area(s) shall be protected from injury or damage. Extra cutting, lopping, and/or clearing shall be required to maintain the visibility of brass caps, corner posts, or other corner monuments, posted bearing trees and stumps, or other signs indicating the location of corners.
- C.5.2.10 The project inspector may identify other areas that will require extra cutting, lopping, and/or clearing such as along heavily used game trails to maintain big game access into the project areas.
- C.5.2.11 The Contractor shall provide adequate warning signs on roads in and adjacent to the project areas whenever felling or pruning operations may pose a hazard to traffic.

C.5.3 Item D, Roadside Vegetation Cutting and Tree Pruning

C.5.3.1 Roadside Vegetation Cutting

- In
all
- a. Selection of vegetation for cutting: Select all vegetation within the road prism. In addition, select all vegetation necessary to insure sight distance on the inside of road curves.
 - b. Treatment of vegetation within the road prism: All vegetation within the road prism shall be completely severed from the stump(s). Stump height shall not exceed one (1) inch measured on the uphill side. All cuts shall be parallel with the ground. All vegetation shall be removed at least ten (10) feet (horizontal distance) back from the roadbed on the fill slope and the cut slope, or to the top of cut slopes where appropriate within project areas.
 - c. Treatment of vegetation outside the road prism: All vegetation outside the road prism that impedes sight distance on road curves shall be completely severed from the stump(s). Stump height shall not exceed six (6) inches measured on the uphill side. All vegetation that has been removed ten (10) feet (horizontal distance) from the roadbed, fill slope, and cut slope, or to the top of cut slopes will be arranged so that it does not impede sight distance on the inside of all road curves. Any vegetation that continues to impede sight distance will be removed as far as necessary to insure sight distance.

C.5.3.2 Tree Pruning

- range
- a. Selection of trees for pruning: Select all conifer and hardwood trees within twenty-five (25) feet (horizontal distance) of the roadbed. In addition, select conifer and hardwood trees outside twenty-five (25) feet (horizontal distance) where limbs project into the road prism or impede sight distance on the inside of all road curves.
 - b. Measurement of trees for pruning: Measure the pruning height of conifer and hardwood trees from the ground level on the uphill side of the trees parallel to and within four (4) inches of the tree bole.
 - c. Treatment of trees: For trees less than twenty (20) feet in height, only prune branches from the lower 1/3 of the tree bole or up to the point where the diameter of the tree is four (4) inches, whichever is less. Branches outside this height that face the road shall be pruned as necessary to insure sight distance.

For trees between twenty (20) and thirty (30) feet in height, only prune branches on the tree bole to a height of eight (8) feet. In addition, prune branches that face the road to a height of fourteen (14) feet.

For trees greater than thirty (30) feet in height, prune branches on the tree bole to a height of twenty (20) feet, or less if necessary to maintain a forty (40) percent live crown.

Completely sever all branches, including epicormic growth at the branch collar without damaging the branch collar or the tree bole. Branch stubs shall be no more than one-quarter (1/4) inch long.

- d. All pruned branches shall be removed ten (10) feet (horizontal distance) back from the roadbed on the fill slope, cut slope, or to the top of cut slopes where appropriate within project areas. All pruned branches will be arranged so that they do not impede sight distance on the inside of all road curves. Any pruned branches that continue to impede sight distance will be removed as far as necessary to insure sight distance.

SECTION C - ILLUSTRATIONS

Illustration No. 1 - Sample Task Order

Illustration No. 2 - Pruning Trees - Less than Twenty (20) feet in height

Illustration No. 3 - Pruning Trees - Twenty (20) to thirty (30) feet in height

Illustration No. 4 - Pruning Trees - Greater than thirty (30) feet in height

Illustration No. 5 - Pruning Specifications

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 QUALITY ASSURANCE PLAN/INSPECTION

E.1.1 The Government will make periodic inspections as a basis for acceptance and payment, and recommendations for adjustments in work quality while work is in progress. The Contractor is encouraged to observe inspections while they are being made.

E.1.2 As the basis for payment, inspections for compliance with specifications will be made for work units reported as completed by the Contractor. If applicable, large units will be divided into work units. These units will be inspected separately and will not be averaged with any other area for acceptance or payment.

E.1.3 Inspections will be made on a series of plots located at predetermined intervals

across each work unit. Sufficient plots will be taken to obtain at least one percent sample of the work unit.

E.1.4 Items A-C, Young Stand Thinning: Project inspector(s) will record the following information for each young stand thinning inspection plot:

- a. Number of leave trees and reserve trees on the plot.
- b. Number of leave trees and reserve trees that should be on the plot.
- c. Number of surplus trees, brush, and non-native plants that have not been treated in accordance with contract specifications (unsevered from stump, low live limbs, etc.).
- d. Number of leave trees that have not been selected in accordance with contract specifications (too few, too many, improper tree choice, etc.).
- e. Number of leave trees and reserve trees that have not been protected in accordance with contract specifications.

E.1.5 Item D, Roadside Pruning and Vegetation Cutting: Project Inspector(s) will record the following information for each pruning and vegetation cutting inspection plot:

- a. Total number of pruned trees inspected.
- b. Number of unpruned trees.
- c. Number of improperly pruned trees.
- d. Number of improperly selected trees.
- e. Number of plots with vegetation and non-native plants that have not been treated in accordance with the specifications (unsevered from stump, low live limbs, etc.).

E.2.0 ACCEPTANCE

E.2.1 Acceptable Quality Level (AQL)

An AQL of 90 percent is required.

Work quality percentages are derived for each project area from data developed from inspection plots. For Items A-C, the number of leave trees and reserve trees where surplus trees or brush have not been properly treated, plus the number of leave trees that have not been properly selected, plus the number of leave trees and reserve trees that have not been properly treated in accordance with contract specifications will be divided by the number of leave and reserve trees that should be found. For Item 4 the number of improperly selected trees, unpruned or improperly pruned trees, and the

number of plots with vegetation and non-native plants that have not been treated in accordance with contract specifications will be divided by the number of trees or plots inspected. The result is the error rate. This rate expressed as a percentage, subtracted from 100 percent, and rounded to the nearest percent provides the basic work quality percentage.

Example for Young Stand Thinning:

Number of leave and reserve trees on the plots. = 90

Number of surplus trees, brush, and non-native plants that have not been treated in accordance with contract specifications, i.e. (two with low live limbs, plus one with a high stump). = 3

Number of leave trees that have not been selected in accordance with contract specifications, i.e. (one too few selected, plus one improper choice). = 2

Number of leave trees and reserve trees that have not been treated in accordance with contract specifications, i.e. (one damaged reserve tree). = 1

Work quality percentage:
 $100\% - (6 \text{ divided by } 90 \times 100) = 93.3\%$ = 93%

Example for Pruning and Vegetation Cutting:

Total number of trees inspected = 108

Number of unpruned trees = 2

Number of improperly pruned trees, i.e., one with epicormic growth, two with branch stubs more than 1/4 inch, and one with a damaged branch collar. = 3

Number of plots with uncut vegetation and non-native plants that have not been treated in accordance with contract specifications, i.e. (two with low live limbs, plus one with a high stump). = 2

Work quality percentage:
 $100\% - (7 \text{ divided by } 108 \times 100) = 93.5\%$ = 94%

E.2.2 Unacceptable Quality Level

E.2.2.1 Based on inspection results, if the work quality percentage falls below 90 percent, the

Government will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to an acceptable level within three working days after written notification, the Government may issue a suspend work order.

- E.2.2.2 If lodged trees, high stumps, uncut surplus trees, brush, non-native plants, improper girdles, or unpruned, improperly pruned, or uncut vegetation are the primary reason for unsatisfactory work, the Contractor shall rework areas designated by the Government until satisfactory work quality is achieved.

E.2.3 Reinspections

- E.2.3.1 Reinspections will be made after each rework. Once the AQL is reached, payment will be made in accordance with E.3.0.

- E.2.3.2 The Contractor shall be liable for extra costs incurred by the Government as a result of its performance, or lack of performance, to conduct the second reinspection and subsequent reinspections of any one unit. The Contractor shall also be liable for extra costs incurred by the Government as a result of its performance, or lack of performance, to conduct the third and subsequent reinspections within any one item where the reason for unsatisfactory work quality is substantially the same as previous inspections. Costs include, but are not limited to, inspection time, administrative costs, and vehicle operating costs.

If the COR determines that the AQL cannot be achieved, the Contractor shall be paid for the percentage of satisfactory work completed as determined by inspection.

E.3.0 PAYMENT

- E.3.1 The final work quality percentage times the price per acre determines the pay rate per acre. A work quality percentage of 95 percent or higher will result in full payment.

E.3.2 Remeasurement of Units

The Contractor may, at any time during the course of the contract, request remeasurement of any unit for which the contractor feels the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the unit will be based on the remeasured acreage. Acreages are measured on the horizontal plane.

E.3.3 Roadways

Roads not requiring treatment have been excluded from the acreage to be measured and paid for under the contract. Actual tasks to be performed on or near these roads

are described in Section C. Average widths of roads are estimated to be 20 feet throughout the project.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within five (5) calendar days from the effective date of the notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the Schedule of Items.

F.2.0 PROGRESS PLAN

F.2.1 At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of contract performance time.

F.2.2 The unit sequence work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions or discovery of a variation in a protected species activity, at no change in contract time or price. The Contractor shall keep the COR informed of crew locations, unit completions and start of work on new units.

F.2.3 Units will be ranked by the BLM and prioritized (1 - 4) as follows because of potential conflicts with threatened and endangered species:

Priority 1: Units to be completed first. There are no hourly work restrictions other than potential fire season closures.

Priority 2 and 3: Units to be completed second and third, respectively. Work will occur only during the period from two hours after sunrise until two hours before sunset. Work hours may also be limited due to any potential fire season closures.

Priority 4: **Units will not be worked until September 16th or later.** There are no hourly restrictions other than potential fire season closures.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The “Contracting Officer's Representative (COR)” is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

“Project Inspector” means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR’s authorities and responsibilities are defined in the COR’s Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor’s compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

H.1.1 Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.1.2 From April 6, to September 15th of each year, work schedules will be restricted on certain project areas. Work hours will be limited to the time between two (2) hours after sunrise to two (2) hours before sunset each day. When a Level II fire precaution level occurs, the commencement of work two (2) hours after sunrise will be waived.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM

Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

(a) Name of subcontractor

(b) Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.8.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT
REGISTRATION

H.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.

- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon, #32, Suite 1160
Portland, Oregon 97232

Contact: Licensing Unit
Telephone: (503) 731-4074

H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

- H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.
- H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

H.12.0 PERFORMANCE AND PAYMENT SECURITY

- H.12.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the original contract price and payment security on SF 25A in the penal sum of 20 percent of the original contract price. The security shall be submitted within ten (10) days after receipt of written notification of award.
- H.12.2 Performance and payment security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.
- H.12.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming

- the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.
- H.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.
- H.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).
- H.12.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.
- H.12.7 Payment security shall be maintained for 90 days following final payment.

SECTION I - SERVICE CLAUSES (current through Federal Acquisition Circular 97-27)

*** Asterisked clauses are included in full text.**

52.202-1*	Definitions	(MAR 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(JAN 1999)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract	

	Act-Price Adjustment	(MAY 1989)	
52.223-6	Drug-Free Workplace	(MAR 2001)	
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)	
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2000)	
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)	
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)	
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)	
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)	
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)	
52.229-3	Federal, State, and Local Taxes	(JAN 1991)	
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)	
52.232-1*	Payments	(APR 1984)	
52.232-8	Discounts for Prompt Payment	(MAY 1997)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-11	Extras	(APR 1984)	
52.232-17	Interest	(JUN 1996)	
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25*	Prompt Payment	(MAR 2001)	
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)	
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)	
52.233-3	Protest After Award	(AUG 1996)	
52.236-6*	Superintendence by the Contractor	(APR 1984)	
52.236-7*	Permits and Responsibilities	(NOV 1991)	
52.242-13	Bankruptcy	(JUL 1995)	
52.242-14*	Suspension of Work	(APR 1984)	
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)	
52.244-6	Subcontracts for Comm. Items and Comm. Components	(MAR 2001)	
52.245-4*	Government-Furnished Property (Short Form)	(APR 1984)	
52.246-25	Limitation of Liability - Services	(FEB 1997)	
52.248-1	Value Engineering	(FEB 2000)	
52.249-4*	Termination for Convenience of the		

	Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING

(JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through **September 30, 2004**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of **\$150,000**.

(2) Any order for a combination of items in excess of **\$150,000**.

(3) A series of orders from the same ordering office within **21 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after

September 30, 2004.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR (MAY 1989)
FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage- Fringe benefits
[See Section J]	[See Section J]

52.228-1 BID GUARANTEE (SEP 1996)
(Applicable if required on Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful bidders as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, ... with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated

payment office, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5)(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(b) Contract Financing Payments

(1) Due dates for recurring financing payments. If this contract provides for contract financing, request for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment

terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in

the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this

clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

(APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES

(NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK

(APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e. hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the

Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when -

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
www.arnet.gov/far

SECTION J - LIST OF ATTACHMENTS

<u>Description</u>	<u>No. of Pages</u>
Classification and Wages of Government Employees	1
Wage Determination	3
Fire Requirements	2
Sample Task Order	1
Vicinity Map	1
Project Area Maps	18

FIRE REQUIREMENTS PROCEDURES OUTLINE

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- ☐ Fire tools must be on site;
- ☐ Fire extinguisher must be in all vehicles;
- ☐ Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- ☐ Only unmodified saws are to be used in the forest;
- ☐ Approved spark arresters must be on all internal combustion engines;
- ☐ Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- ☐ No smoking is permitted while working or traveling through any operations area in the forest;
- ☐ No use of explosives is permitted unless approved by the State Forester's representative;
- ☐ Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- ☐ Physically capable and experienced in operating any firefighting equipment on site.
- ☐ On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- ☐ Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- ☐ Patrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

	<u>NUMBER OF PERSONNEL</u>										
	1- 4	5	6	7	8	9	10	11	12	13	14
<u>KIND OF TOOLS</u>	<u>NUMBER OF TOOLS REQUIRED</u>										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- ☐ For chainsaws - 8 oz. capacity by weight.
- ☐ For vehicles - UL rating of at least 4 BC.

SECTION J - SAMPLE TASK ORDER

To: Prospective Offeror

From: Bureau of Land Mgmt. (952)
Branch of Procurement Mgmt.
P.O. Box 2695
Portland, Oregon 97208

Contract No: HAC013xxx
Item Number(s): 1

Requesting Office: Salem District,
Tillamook R.A.
Task Order No: 1
Task Order Date: 06/15/02

Item No.	Description	Est Qty.	Unit	Unit Price	Total Amount
A	Thinning, 14 x 14' spacing, Bear Back #1	A	X	B	AB
B	Thinning, 16 x 16' spacing, Upper Clear Cr. #1				
C	Thinning, 18 x 18' spacing, Tillamook Ridge #1				
D	Prune Specified Roadside Conifer & Hardwood Trees & Cut Specified Vegetation, Tillamook Ridge #1				

TOTAL \$

PERFORMANCE TIME: 20 calendar days from the date of the task order
ESTIMATED START WORK DATE: January 2, 2002

Accounting and Appropriation Data:

Name and Title of Signer

Name of Ordering Officer

Contractor's Signature

Date

Ordering Officer's Signature

Date